

Communications System Agreement

Motorola, Inc. ("Motorola") and **City of Baton Rouge, Louisiana** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through G will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
B-1	"Revised Pricing Summary" dated September 7, 2006
Exhibit C	Revised Statement of Work, Revised System Description, and Revised Equipment List, all dated September 7, 2006
Exhibit D	"Motorola Proposal" dated August 22, 2006, as amended
Exhibit E	Enhanced System Support Statement of Work ("ESS Statement of Work")
Exhibit F	"Service Terms and Conditions"
Exhibit G	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan, included in Exhibit C.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System in the Equipment List, included in Exhibit C.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.
- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibits C and D.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibits C and D.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibits C and D.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Project Schedule included in Exhibit C, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order. The Customer agrees that, except as permitted by law, it will not, during the term of this Agreement, request a Change Order that reduces the Contract Price, in order to purchase Equipment, Software or services from a third party that perform essentially the same function as Equipment, Software, or services provided to the Customer pursuant to this Agreement.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement, including the ESS Statement of Work. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services as described in the Software Subscription section of the ESS Statement of Work. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PROJECT SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Project Schedule, included in Exhibit D. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$7,984,912.00**. A pricing summary is included as Exhibit B-1. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices. The Customer does not have to accept any non-conforming goods.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: Baton Rouge Police Department, P.O. Box 2406, Baton Rouge, LA 70821, Attn. Michael Murphy.

The city which is the ultimate destination where the Equipment will be delivered to Customer is: Baton Rouge, Louisiana.

The Equipment will be shipped to the Customer at the following address (insert if this information is known): City of Baton Rouge, 7901 Independence Blvd., Baton Rouge, LA 70806

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Project Schedule and Statement of Work, both included in Exhibits C and D. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution

and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibits C and D are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibits C and D, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Project, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan, included in Exhibit D.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers

the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Project Schedule for a time period that is reasonable under the circumstances.

10.2. **PROJECT SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Project Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Project Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. **SETTLEMENT PREFERRED.** The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. **LITIGATION.** A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 12 DEFAULT AND TERMINATION

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** To the extent allowed by Louisiana law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE**

OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. GOVERNING LAW. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.9. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.

Attn: Judith M. Alexander, Esq.
Commercial Attorney – Law Dept.
8000 W. Sunrise Blvd.
Sunrise, Florida 33322
fax: (954) 723-8560

Customer

Attn: _____

fax: _____

16.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection

9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

By: Richard T. Carter, Jr.

Name: Richard T. Carter, Jr.

Title: MSSI Vice President

Date: 11-20-06

City of Baton Rouge, Louisiana

By: Melvin L. "Kip" Holden

Name: Melvin L. "Kip" Holden

Title: Mayor-President

Date: 11/20/2006

LEGAL APPROVED


APPROVED

PARISH ATTORNEY'S OFFICE

Exhibit A

Software License Agreement

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The Parties agree as follows:

Section 1 SCOPE

Licensor will provide to Licensee proprietary software; or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software; or both. "Software" means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the software, and may contain one or more items of software owned by a third party supplier ("Third Party Software"). Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license to Licensee, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Subject to Section 1, Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license does not grant any rights to source code.

If the Software is or includes Integration Framework, Customer Service Request ("CSR"), or Cityworks software, that Software is licensed pursuant to this Agreement plus a separate document entitled "Software License Agreement Rider for Integration Framework, Customer Service Request, or Cityworks Software" (which document is incorporated by this reference and is either attached to this Agreement or will be provided upon Licensee's request).

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, if Licensee provides written notice to Licensor of the temporary transfer and the temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each authorized location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time and remains vested exclusively in the copyright owner. The copyright owner owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party, or any improvements that result from Licensor's processes or, if applicable, providing information services). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, Documentation, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property.

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and Confidential Information and are Licensor's trade secrets, and that the provisions in the Agreement concerning Confidential Information apply.

Section 6 LIMITED WARRANTY

6.1. The commencement date and the term of the Software warranty will be as stated in the Primary Agreement, except that the Warranty Period for Printrak's LiveScan software will be 90 days; and for application Software that is provided on a per unit basis, the Warranty Period for subsequent units licensed is the remainder (if any) of the initial Warranty Period or, if the initial Warranty Period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable Warranty Period, Licensor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined solely with reference to the Documentation. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements. Warranty claims are described in the Primary Agreement.

6.3. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS.

Section 7 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 8 TRANSFERS

Licensee will not transfer Software or the related Documentation to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and which may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products if Licensee transfers all copies of the Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software and Documentation will begin when this Agreement is mutually executed by both parties and will continue during the life of the Products in which the Software is used, unless Licensee breaches this Agreement in which case it will be terminated immediately upon notice by Licensor. Licensee acknowledges that Licensor has made a considerable investment of resources in the development, marketing, and distribution of its proprietary Software and Documentation and that reasonable and appropriate limitations on Licensee's use of the Software and Documentation are necessary for Licensor to protect its investment, trade secrets, and valuable intellectual property rights concerning the Software and Documentation. Licensee also acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. In the event of a breach of this Agreement and in addition to termination of this Agreement, Licensor will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices are described in the Primary Agreement.

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

If Licensee is the United States Government or a United States Government agency, then this section also applies. Licensee's use, duplication or disclosure of the Software and Documentation under Licensor's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies, at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.4. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Exhibit B

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Item	Milestone	Percent
1.	Contract Execution (Effective Date)	10.00%
2.	Completion of Contract Design Review	10.00%
3.	Completion of CCSI Factory Staging	20.00%
4.	Shipment of Fixed Network Equipment	30.00%
5.	Completion of Fixed Network Equipment Installation(Billable at 2% per Site)	20.00%
6.	Completion of Acceptance Tests	5.00%
7.	System Acceptance	5.00%
Total		100.00%

Note: Sites include – Ascencion, E. Baton Rouge Sheriff's Office, Baton Rouge, LSU, W. Baton Rouge (IR & HPD), Livingston, Baywood, Iberville, and W. Feliciana (x2)

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable. Additional purchases of Subscribers will be due Net 30 days from date of shipment.

Exhibit B-1

Revised Pricing Summary Dated September 7, 2006

Description	Pricing
Baton Rouge Equipment	
Baton Rouge RF Site <ul style="list-style-type: none"> ▪ GTR 8000 Stations – Qty 8 ▪ Routers/Site Connection ▪ MOSCAD ▪ Antenna System 	\$277,032
Baton Rouge High Performance Data Site <ul style="list-style-type: none"> ▪ GTR 8000 HPD Station – Qty 1 ▪ GCP 8000 HPD Controller ▪ Antenna System 	\$84,835
Baton Rouge HPD Modems <ul style="list-style-type: none"> ▪ 46 HPD Modems 	\$127,678
Baton Rouge MCC 7500 IP Consoles <ul style="list-style-type: none"> ▪ 4 Operator Positions ▪ Routers and Switches ▪ 15 Logging Control Stations 	\$217,949
Baton Rouge Consolettes <ul style="list-style-type: none"> ▪ 4 XTL 5000 Consolettes ▪ Antenna Systems 	\$34,420
Baton Rouge System Manager Terminals <ul style="list-style-type: none"> ▪ 2 Network Management Terminals 	\$30,420
Baton Rouge Portables <ul style="list-style-type: none"> ▪ 200 XTS 5000 Portables 	\$762,200
Baton Rouge Equipment Total	\$1,534,534
East Baton Rouge Sheriff's Office Equipment	
Master Site Upgrade <ul style="list-style-type: none"> ▪ MOSCAD ▪ User & Site Licenses ▪ Packet Data Gateway (HPD) 	\$518,656
East Baton Rouge MCC 7500 IP Consoles <ul style="list-style-type: none"> ▪ 1 Operator Position ▪ Routers and Switches ▪ 5 Logging Control Stations 	\$73,739
East Baton Rouge Consolettes <ul style="list-style-type: none"> ▪ 2 XTL 5000 Consolettes ▪ Antenna Systems 	\$22,645
East Baton Rouge System Manager Terminals	\$15,210

Description	Pricing
<ul style="list-style-type: none"> 1 Network Management Terminals 	
East Baton Rouge High Performance Data Site <ul style="list-style-type: none"> GTR 8000 HPD Station – Qty 1 GCP 8000 HPD Controller Antenna System 	\$84,835
East Baton Rouge HPD Modems <ul style="list-style-type: none"> 200 HPD 1000 Modems 	\$555,120
East Baton Rouge Portables <ul style="list-style-type: none"> 84 XTS 5000 Portables w/o Encryption 16 XTS 5000 Portables w/Encryption 	\$320,124 \$80,224
East Baton Rouge Sheriff's Office Equipment Total	\$1,670,553
Baywood Equipment	
Baywood IntelliSite Repeater Site <ul style="list-style-type: none"> GTR 8000 Stations – Qty 6 GCP 8000 Redundant Controllers Routers and Switches MOSCAD Antenna System 	\$197,521
Baywood Equipment Total	\$197,521
LSU Equipment	
LSU RF Site <ul style="list-style-type: none"> GTR 8000 Stations – Qty 8 MOSCAD Antenna System 	\$203,324
LSU MCC 7500 IP Consoles <ul style="list-style-type: none"> 2 Operator Position Routers and Switches 	\$89,500
LSU System Manager Terminals <ul style="list-style-type: none"> 1 Network Management Terminals 	\$15,210
LSU Portables <ul style="list-style-type: none"> 65 XTS 2500 Portables 12 Multiunit Chargers 	\$136,175 \$12,960
LSU Mobiles <ul style="list-style-type: none"> 14 XTL 5000 Mobiles 6 XTL 5000 Motorcycle Mobiles 	\$54,746 \$27,442
LSU Equipment Total	\$539,357
West Baton Rouge Equipment	
West Baton Rouge IntelliSite Repeater Site <ul style="list-style-type: none"> GTR 8000 Stations – Qty 8 GCP 8000 Redundant Controllers Routers and Switches 	\$307,016

Description	Pricing
<ul style="list-style-type: none"> ▪ MOSCAD ▪ Antenna System ▪ Upgrade 3 Gold Elite Console Positions 	
West Baton Rouge System Manager Terminals <ul style="list-style-type: none"> ▪ 1 Network Management Terminals 	\$15,210
West Baton Rouge High Performance Data Site <ul style="list-style-type: none"> ▪ GTR 8000 HPD Station – Qty 1 ▪ GCP 8000 HPD Controller ▪ Antenna System 	\$84,835
West Baton Rouge Portables <ul style="list-style-type: none"> ▪ 73 XTS 2500 Portables 	\$152,935
West Baton Rouge Mobiles <ul style="list-style-type: none"> ▪ 40 XTL 5000 Mobiles 	\$153,152
West Baton Rouge HPD Modems <ul style="list-style-type: none"> ▪ 50 HPD 1000 Modems 	\$138,780
West Baton Rouge Equipment Total	\$851,928
West Feliciana Equipment	
West Feliciana IntelliSite Repeater Site #1 <ul style="list-style-type: none"> ▪ GTR 8000 Stations – Qty 6 ▪ GCP 8000 Redundant Controllers ▪ Routers and Switches ▪ MOSCAD ▪ Antenna System 	\$208,876
West Feliciana IntelliSite Repeater Site #2 <ul style="list-style-type: none"> ▪ GTR 8000 Stations – Qty 6 ▪ GCP 8000 Redundant Controllers ▪ Routers and Switches ▪ MOSCAD ▪ Antenna System 	\$208,876
West Feliciana MCC 7500 IP Consoles <ul style="list-style-type: none"> ▪ 3 Operator Position ▪ Routers and Switches 	\$134,250
West Feliciana Consolettes <ul style="list-style-type: none"> ▪ 3 XTL 5000 Consolettes ▪ Antenna Systems 	\$20,246
West Feliciana Portables <ul style="list-style-type: none"> ▪ 73 XTS 2500 Portables 	\$152,935
West Feliciana Equipment Total	\$725,183
Ascension Parish Equipment	
Ascension Parish Mobiles <ul style="list-style-type: none"> ▪ 44 XTL 2500 Mobiles 	\$128,650
Ascension Parish Equipment Total	\$128,650

Description	Pricing
Livingston Parish Equipment	
Livingston IntelliSite Repeater Site	
▪ Antenna System	
▪ DC Power Supply	
▪ GPS Time Standard	
▪ State Site Equipment Used Here	\$47,012
Livingston Parish Equipment Total	\$47,012
Port of Baton Rouge Equipment	
Port of Baton Rouge Portables	
▪ 5 XTS 5000 Portables	\$19,055
Port of Baton Rouge Equipment Total	\$19,055
Iberville Parish	
Iberville IntelliSite Repeater Site	
▪ GTR 8000 Stations – Qty 6	
▪ GCP 8000 Redundant Controllers	
▪ Routers and Switches	
▪ MOSCAD	
▪ Antenna System	\$208,876
Iberville Consolettes	
• 2 XTL 5000 Consolettes	
• Antenna Systems	\$13,498
Iberville Portables	
• 73 XTS 2500 Portables	\$152,935
Iberville Parish Equipment Total	\$375,309
Southern University	
Southern University Portables	\$41,900
Southern University Equipment Total	\$41,900
Subtotals	
Equipment	\$6,131,002
System Integration	\$2,242,910
System Discount for contract execution by 9/30/2006	\$(389,000)
Region 2 System Grand Total	\$7,984,912

Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

Exhibit C

**Revised Statement of Work, Revised System Description,
and Revised Equipment List, All Dated September 7, 2006**

Exhibit D

Motorola's Proposal Dated August 22, 2006

Exhibit E

Enhanced System Support Statement of Work

1.0 Definitions

These defined terms might not apply to every section of this Statement of Work. Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1 Case: Electronic tracking document for requests for service through the Motorola System Support Center.
- 1.2 Case Status: Identifier of the status of a Case from beginning to end.
- 1.3 Component(s): New or refurbished parts of equal quality.
- 1.4 Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleetmapping is not included in Configuration Change Support.
- 1.5 Connectivity: Remote access to the System via dial up or fixed dedicated links
- 1.6 Continuously/Continuous: Seven (7) days per week, twenty four (24) hours a day, including holidays.
- 1.7 Customer: The end-user Customer as identified in the Agreement.
- 1.8 Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.9 Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.10 Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.11 Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.12 Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 1.13 Feature: A Software functionality.
- 1.14 Firmware: Software in object code form that is implanted or embedded in hardware.
- 1.15 FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.16 Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 1.17 Infrastructure Depot Operations or IDO: A Motorola facility which serves as Motorola's centralized location for infrastructure repair.
- 1.18 Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.19 Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components and placing the Equipment back into operation.
- 1.20 MCNS: Mission Critical Network Services
- 1.21 Motorola Software: Software whose copyright is owned by Motorola or its affiliated company.
- 1.22 Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.23 Notification: The point in time when the Customer contacts Motorola and requests service.
- 1.24 Optional Feature: An additional Feature issued with a Core Release that is available to Customer at additional cost.

- 1.25 Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.26 Restore/Restoration: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.27 Servicer: a Motorola Authorized Service Station or Motorola Field Service personnel.
- 1.28 Severity Level: The degree of adverse impact of an issue or Event.
- 1.29 Software: The Software furnished with the System including any Motorola Software and Non-Motorola Software.
- 1.30 Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.31 Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.32 Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.33 Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 1.34 Start Date: Effective start date as listed on the Agreement.
- 1.35 System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.36 System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 1.37 System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.38 System Support Center or SSC: a Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources.
- 1.39 Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.40 Technical Support Operations or TSO: A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Network & Enterprise) or who have a contract for technical support.
- 1.41 Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment.
- 1.42 Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.43 Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.44 Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

2.0 Enhanced System Support Statement of Work

2.1 Description of Services

Enhanced System Support (ESS) is a service support package designed to support both the software and hardware components of a new System during the ESS Period. During the ESS Period, ESS services supplement and complement the warranty as described in the Communications System Agreement. The ESS services are included in the price of the System. After the ESS Period expires, these services are available for purchase under a separate agreement. ESS services will be provided in accordance with the terms and conditions set forth herein. If any conflict exists between the Statement of Work provisions and the terms and conditions, the terms and conditions shall prevail. Motorola

Enhanced System Support is comprised of the following services that are described in greater detail in this Statement of Work:

- 3.0 Network Security Monitoring With Dispatch, On-Site Response, and Pre-Tested Anti-Virus Subscription Service
- 4.0 Technical Support
- 5.0 Network Preventative Maintenance
- 6.0 Advanced Replacement
- 7.0 Software Subscription
- 8.0 Infrastructure Software Installation
- 9.0 System Audit

2.2 Expansion, Replacement, or Phased Implementation Equipment

After System Acceptance, if new Equipment is being integrated with an existing System to expand the System (either as a subsequent phase of a multi phase project or expansion due to another entity joining the System) , or to replace a major part of the System, then such new Equipment will be covered as follows:

If the existing System is covered under its original ESS program, the new Equipment will be covered as if it were part of the original System for the remainder of the ESS Period.

If the existing System is not covered under its original ESS program but is covered under a service agreement with Motorola to provide services, then the new Equipment will be covered at the same level of service for the remainder of the term of that service agreement and the price for the service agreement will be increased to cover the additional Equipment.

If the existing System is not covered under either its original ESS program or a service agreement with Motorola, the new Equipment is covered only by the Equipment warranty and not by ESS.

2.3 MCNS and Plant Exclusion

The ESS program originated from and was designed to support Motorola's radio systems business. Neither the ESS program nor the Software Subscription services covers the software, hardware, or services provided by MCNS or by PlantCML Equipment, Inc. ("Plant"), Motorola's E911 solution subcontractor.

2.4 General Description of ESS Statement of Work

2.4.1 Motorola has the following responsibilities:

- 2.4.1.1 All services described in the ESS Statement of Work will be provided in accordance with the terms of the Agreement and will cover only the Equipment and related Motorola Software.
- 2.4.1.2 Prepare a Customer Support Plan in conjunction with the Customer, preferably before System Acceptance.

2.4.2 Customer has the following responsibilities:

- 2.4.1.2 Prepare a Customer Support Plan in conjunction with Motorola, preferably before System Acceptance. The Customer must provide all information necessary to complete the Customer Support Plan.
- 2.4.1.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the ESS services to Customer.

3.0 Network Security Monitoring With Dispatch, On-Site Response, and Pre-Tested Anti-Virus Subscription Service Statement of Work

3.1 Description of Services

Overview: Motorola will provide Network Security Monitoring service to the Customer. This service is applicable only for the following system types: ASTRO 25 System Release 6.3 and higher.

Network Security Monitoring includes the monitoring of radio system infrastructure as well as monitoring and managing the Motorola security equipment present on the Customer's System. Motorola will monitor Elements of a System for Events, as set forth in the Monitored Elements Table in Appendix 1.

When the Motorola System Support Center (SSC) detects an Event, trained technologists will acknowledge the Event, run remote diagnostic routines, and initiate an appropriate Response. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development, attempting remote Restoral, or transferring the Event by opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels and Response times in order to Restore the System (see the Severity Definitions Table and the Response Time Table in Appendix 1).

Motorola will proactively manage the security Elements present on the System as needed to mitigate the risk of vulnerability such as a virus, worm or other intrusive attack on the System. This may include periodically deploying the latest release of pre-tested anti-virus definitions to the anti-virus management server and updating the intrusion detection sensor signature files on the network barrier (if present on the System) as determined by Motorola. Motorola will also modify intrusion sensor settings and update firewall settings as determined by Motorola and will notify Customer of such modifications.

Motorola will provide Case Management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Cases from open to close through an automated Case tracking process. This Case management allows Motorola to provide activity and performance reports as well as ensures timely resolution of issues.

Customer may elect to "Opt-Out" of the monitoring portion of Network Security Monitoring service by notifying Motorola in writing. Upon receipt of such notification Motorola will not perform further System monitoring. Customers who elect out of monitoring will need to deploy pre-tested security software updates to its network. . Customer may choose to "Opt Back In" to the monitoring portion of Network Security Monitoring Service for the remainder of the current term of the applicable agreement by notifying Motorola in writing, provided that (i) Customer is responsible for any equipment, engineering, testing, installation and other charges required to enable Network Monitoring Security Service; and (ii) Customer and Motorola execute a written change order to enable Network Security Monitoring Service.

If Customer receives Network Security Monitoring Service, certain equipment that is necessary to enable Motorola to provide this service (e.g., modem, server) will be connected to the Customer's system on a loaned basis. Such equipment is referred to as "Motorola owned equipment" and Motorola retains title to this equipment. If Customer Opts-Out of the Network Security Monitoring Service during the time period which is the ESS Period plus three years (the "Loan Period"), Motorola may remove its Motorola owned equipment from Customer's System. If Customer maintains Network Security

Monitoring Service during the Loan Period, title to this equipment will automatically pass to Customer without further action on the part of either party at the end of the Loan Period

- 3.2 Motorola responsibilities:
 - 3.2.1 Recommend any needed Connectivity or monitoring equipment and coordinate installation of such equipment upon Customer's request. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.2.2 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO 25 System.
 - 3.2.3 If determined necessary by Motorola, provide Motorola owned server for monitoring ASTRO 25 security elements.
 - 3.2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
 - 3.2.5 Coordinate with Customer to maintain Motorola service authentication credentials.
 - 3.2.6 Continuously receive service requests.
 - 3.2.7 Perform Continuous monitoring of System Elements as set forth in the Monitored Elements Table, including monitoring the core security management server (anti-virus, Servicer authentication), centralized logging server and network barriers (firewall and intrusion detection sensor) if present on the System for malicious code, unauthorized access or denial of service attacks.
 - 3.2.8 Interpret System security Events and determine appropriate Response. An appropriate Response could include the following actions: notify customer of activity, continue monitoring the Event for further development, review System log files or transfer the Event information via a Case for dispatch of a Servicer.
 - 3.2.9 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.3.1.
 - 3.2.10 Attempt remote Restoral, as appropriate. Some System functions may be disrupted as necessary to maintain System integrity until further validation of the Event occurs. This may include shutting down applications, applying security tools, resetting box, or instructing Servicer to reload applications and operating system software as necessary.
 - 3.2.11 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 3.2.11.1 Characterize the issue
 - 3.2.11.2 Determine a plan of action
 - 3.2.11.3 Assign and track the Case to resolution.
 - 3.2.12 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 3.2.11.
 - 3.2.13 Ensure the required personnel have access to Customer information as needed.
 - 3.2.14 Disable and enable System devices, as necessary, for Servicers.
 - 3.2.15 Servicer will perform the following on-site:
 - 3.2.15.1 Run diagnostics on the Infrastructure or FRU.
 - 3.2.15.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 3.2.15.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any Security requirements necessary to perform the Maintenance service.
 - 3.2.15.4 If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
 - 3.2.16 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.3.6 If Verification by Customer cannot be

- completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 3.2.17 Escalate the Case to the appropriate party upon expiration of a Response time.
 - 3.2.18 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 3.2.19 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.3.6 at the following Case levels:
 - 3.2.19.1 Open and closed; or
 - 3.2.19.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 3.2.20 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures and Microsoft Solaris and Linux operating system security patches, as available, from Motorola selected commercial suppliers.
 - 3.2.21 Evaluate anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
 - 3.2.22 Test anti-virus definitions, intrusion detection sensor signatures, Microsoft Solaris and Linux operating system security patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications for current System Release and three previous System Releases.
 - 3.2.23 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
 - 3.2.24 Address issues identified during testing to support functionality under the procedures specified in 3.2.22 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
 - 3.2.25 Deploy pre-tested updates to anti-virus management server and network barriers (firewall, intrusion detection sensor) if present on the System on a weekly basis or as determined necessary by Motorola. High-priority anti-virus definition releases identified in 3.2.21 will be made available within 24 hours of commercial supplier release or at Motorola's discretion. If Customer "opts out" of monitoring, Customer will need to deploy pre-tested security software updates to its network.
 - 3.2.26 Notify Customer when anti-virus definition updates and intrusion detection sensor signatures have been deployed on Customer System.
 - 3.2.27 Release and notify Customer when Microsoft, Solaris and Linux operating system security patches are certified and available with instructions for obtaining patches for Customer deployment on the Customer System. Microsoft operating system security patches will be released monthly. Solaris and Linux operating system security patches will be released Quarterly or at Motorola's discretion.
 - 3.2.28 Maintain annual Customer licenses for anti-virus definitions and intrusion detection sensor signatures with Motorola selected commercial supplier.
 - 3.2.29 Provide the following reports, as applicable:
 - 3.2.29.1 Case activity reports to Customer.
 - 3.2.29.2 Network Security Monitoring Service reports for Customer System(s).
 - 3.2.29.3 Performance/Availability Reports
- 3.3 Customer Responsibilities:
- 3.3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.3.2 Allow Motorola to access System if firewall has been installed: provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound).

- 3.3.3 Purchase Connectivity, installation and monitoring equipment necessary for monitoring the System if recommended by Motorola. Failure to purchase such equipment or Connectivity as recommended by Motorola may prevent Motorola from rendering the services described in this SOW. Unless otherwise specified, Motorola recommends a private network connection.
 - 3.3.4 Maintain and manage any equipment outside of the System.
 - 3.3.5 Allow Motorola to deploy pre-tested operating system software patches on the System.
 - 3.3.6 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.3.6.1 Provide 7/24 security contact and escalation list
 - 3.3.6.2 Case notification preferences and procedures
 - 3.3.6.3 Repair Verification preference and procedure
 - 3.3.6.4 Database and escalation procedure forms.
 - 3.3.6.5 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.3.7 Provide the following information when initiating a service request:
 - 3.3.7.1 Assigned System ID number
 - 3.3.7.2 Problem description and site location
 - 3.3.7.3 Other pertinent information for Motorola to open a Case.
 - 3.3.8 Notify the SSC when Customer performs any activity that impacts the System. (Activity that impacts the System may include, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the System to perform maintenance.)
 - 3.3.9 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
 - 3.3.10 Allow Servicers access to remove Motorola owned server upon cancellation of service as set forth in paragraph 3.2.3.
 - 3.3.11 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 3.2.15.2.
 - 3.3.12 Maintain and store in an easily accessible location System backups and any/all Software needed to Restore the System.
 - 3.3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.3.6.
 - 3.3.14 Comply with the terms of the applicable license agreements between Customer and the Non-Motorola Software copyright owners.
- 3.4 MOTOROLA ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS THAT MAY OCCUR TO CUSTOMER'S SYSTEM OR OTHERWISE AS A RESULT OF THE SERVICES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND THE PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

4.0 Technical Support Statement of Work

4.1 Description of Services

Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The SSC's Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; (ii) does not include Customer training; and (iii) is only available for those system types that are supported and approved by Technical Support Operations.

Technical Support is applicable to the following System types: ASTRO 25, and Conventional Two-way and Wireless Broadband.

4.2 Motorola responsibilities:

- 4.2.1 Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times table and the Severity Level defined in the Severity Definitions Table in Appendix 1.
- 4.2.2 Advise caller of procedure for determining any additional requirements for issue characterization and Restoration, including providing a known fix for issue resolution when available.
- 4.2.3 Attempt remote access to the System for remote diagnostics, when possible.
- 4.2.4 Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 4.2.5 Coordinate technical resolutions with Vendor(s), as needed.
- 4.2.6 Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 4.2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 4.2.8 Provide Configuration Change Support and Work Flow changes to a System that has remote access capability.
- 4.2.9 Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

4.3 Customer responsibilities:

- 4.3.1 Provide Motorola with pre-defined information prior to Start Date necessary to complete the Customer Support Plan.
 - 4.3.1.1 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 4.3.2 Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 4.3.3 Supply on-site presence when requested by SSC..
- 4.3.4 Validate issue resolution prior to close of the Case.
 - 4.3.4.1 Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
 - 4.3.4.2 Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table

5.0 Network Preventative Maintenance Statement of Work

5.1 Description of Service

Network Preventative Maintenance (formerly System Survey & Analysis) will provide an operational test and alignment on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original

manufacturer's specifications, as set forth in the applicable attached Tables(s) in Appendix 1. Network Preventative Maintenance will be performed during Standard Business Days. If System or Customer requirements dictate this service must occur outside of Standard Business Days, an additional charge may apply and Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

5.2 Motorola responsibilities:

- 5.2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 5.2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 5.2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 5.2.4 Clean filters, if applicable.
- 5.2.5 Measure, record, align, and adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

5.3 Customer responsibilities:

- 5.3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 5.3.2 Authorize and acknowledge any scheduled System downtime.
- 5.3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 5.3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.

6.0 Advanced Replacement Statement of Work

6.1 Description of Services

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU(s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

6.2 Motorola responsibilities:

- 6.2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 6.2.2 Provide, new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 6.2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 6.3. If Customer's template is not provided or is not reasonably usable, a standard default template will be used.
- 6.2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer's specified address.
 - 6.2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays FRU will be sent next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Motorola will pay for such shipping, unless Customer

requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO next flight out. In such cases, Customer will be subject to shipping and handling charges.

6.2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer or Servicer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.

6.2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.

6.2.5 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.

6.3 Customer responsibilities:

6.3.1 Contact or instruct Servicer to contact the SSC and request an Advanced Replacement or Loaner FRU prior to shipping the malfunctioning Infrastructure or third party Infrastructure.

6.3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of the problem and address of site location for FRU or Infrastructure.

6.3.1.2 Indicate if the Infrastructure being sent in for service was subjected to physical damage or lightning damage.

6.3.1.3 Follow Motorola instruction regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.

6.3.1.4 Provide Customer purchase order number to secure payment for any cost described herein.

6.3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 6.2.4.

6.3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair. Customer must send the return air bill, referenced in 6.2.4.3 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned.

6.3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.

6.3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure

7.0 Software Subscriptions Statement of Work

7.1 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at the address provided by Customer in writing. These software bulletins announce and explain System Release for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable System Releases as ordered by Customer.

Software Subscription consists of design services for System Release and review System audit data. Motorola will review System audit data along with an Equipment list to avoid potential Software incompatibilities between Equipment that is being upgraded versus Equipment, which is not upgraded with the System Release. Motorola will identify additional Equipment and engineering, (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional Equipment. Implementation of this installation plan is not included with the Software Subscription.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and ASTRO 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional System Release. If, , Customer discontinues Software Subscription services and later decides to retroactively pay and reinstitute Software Subscription services, then Motorola will provide those Software Subscription services from the date such services were reinstituted .

Exclusions

The Software Subscription program was designed to support Motorola's radio systems business. The Software Subscription program does not cover the following: Subscriber/Data Devices non-Motorola software, Radio Service Software and related services; Data Solution Operations; equipment, software, and services supplied to Motorola or Customer by PlantCML -(Motorola's E911 solution subcontractor); any hardware or software supplied to Customer by any Motorola business sector other than Networks & Enterprise; and software purchased by Customer from a third party.

Software Subscription services do not, cover software support for virus attacks, games or other applications that are not part of the System, unauthorized modifications or misuse of the covered Software. Unless otherwise expressly provided in this ESS Statement of Work, Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

7.2 Motorola responsibilities:

- 7.2.1 Provide to Customer the software bulletins announcing System Release.
- 7.2.2 Provide to Customer (in response to a Customer order) those Features included in an System Release that apply to the Motorola Software in Customer's existing System components.
- 7.2.3 Perform the following Software upgrade design:
 - 7.2.3.1 Review Infrastructure System audit data as needed.
 - 7.2.3.2 Identify additional System equipment needed to implement an System Release, if applicable.
 - 7.2.3.3 Complete a proposal defining the System Release, Equipment requirements, installation plan, and impact to System users.
 - 7.2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 7.2.4 Optional Features issued with a System Release are not included under this SSA but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features).

7.3 Customer responsibilities:

- 7.3.1 Customer must contact its Motorola representative to order an available System Release as directed in the Customer Support Plan.
 - 7.3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for a System Release.
 - 7.3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 7.4 Special provisions: the following provisions apply to the Software Subscription services except that Sections 7.4.6, 7.4.7, and 7.4.8 apply only after, but not during, the ESS Period.
 - 7.4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed System Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an System Release and whether additional engineering effort is required.
 - 7.4.2 Customer is encouraged to periodically install System Releases because they may include minor performance enhancements and will keep the System current. In addition, System releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current System Release because Releases are available for a limited time. If Customer's System is not maintained to a currently supported Equipment and Software version, future System Releases may not be compatible with Customer's existing System.
 - 7.4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular System Release other than the one being offered. Depending on the size and complexity of Customer's System, Motorola may, pursuant to a separate agreement, provide consultation services to determine the technological, operational and financial impact of installing a particular System Release on the System. Such consulting services, additional engineering services, and any additional hardware, and software are available for an additional fee.
 - 7.4.4 Customer may use the Software (including any System Release) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
 - 7.4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the System Release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
 - 7.4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
 - 7.4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.
 - 7.4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or other applicable

agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.

8.0 Infrastructure Software Installation Statement of Work

8.1 Description Of Service

Infrastructure Software Installation provides the technical resources to install and activate one (1) System Release per year. Subscriber software installation is not included in this service.

8.2 Motorola responsibilities:

- 8.2.1 Install System Release on infrastructure equipment only that has been provided pursuant to the Software Subscription Statement of Work.
- 8.2.2 Install additional hardware and software as required by the System Release.

8.3 Customer responsibilities:

- 8.3.1 Purchase additional Equipment needed to implement an System Release.
- 8.3.2 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 8.3.3 Inform System users of upgrade plans and scheduled System downtime. Perform appropriate system backups and make them readily available during the installation of the System Release.
- 8.3.4 Properly store and make available purchased software and hardware needed for installation of the System Release.

9.0 System Audit Statement of Work

9.1 Description of Service

A System Audit provides the technical resources to gather System configuration information. Depending on the specific requirements for the audit, information such as Software versions, hardware versions, model and serial numbers, equipment distribution and System layout/architecture is gathered and retained by Motorola. Motorola will provide a copy of the audit data to Customer.

9.2 Motorola responsibilities:

- 9.2.1 Determine information to be collected in the audit, as described above.
- 9.2.2 Contact Customer to schedule a mutually acceptable date and time for the audit, and inform Customer of scheduled System down-time in order to complete the audit.
- 9.2.3 Service will be performed during a Standard Business Day.
- 9.2.4 Collect System audit data.
- 9.2.5 Provide Customer a copy of the audit data collected.
- 9.2.6 Notify Customer if malfunctioning Equipment is discovered during the audit and whether that Equipment cannot be audited due to the malfunction.

9.3 Customer responsibilities:

- 9.3.1 Provide Motorola full, free, and safe access to the Equipment so that the Servicer may collect the audit data.
- 9.3.2 If subscriber units are to be audited:
 - 9.3.2.1 Provide a central location for the Servicer to receive the radio units and collect audit data.

- 9.3.2.2 Communicate to all Customer subscriber users the audit schedule and location to bring the units.
- 9.3.3 If Motorola is unable to collect audit data on Equipment due to either Equipment malfunction or Equipment unavailability/access, Customer may be responsible for additional time and travel charges for the second attempt to obtain the audit information for that Equipment.
- 9.3.4 If travel is required beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

Appendix 1

Connectivity Matrix

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard Solution for Network service provider 24 hour real time Connectivity	Non Standard Solution Internet service provider 24 hour real time Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers.
Protection from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption Available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer

Monitored Elements Table (Listed by technology)

System Type	Equipment
ASTRO 25	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK</p> <p>DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p>
SECURITY ELEMENTS	Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power.) as determined by SSC. ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored <p>This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</p>
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

OnSite Infrastructure Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 4 hours from receipt of Notification Continuously offered
Severity 2 *	Within 4 hours from receipt of Notification on a Standard Business Day
Severity 3 *	Within 24 hours from receipt of Notification on a Standard Business Day

*Standard Business Day

Remote Technical Support Response Times

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2*	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3*	Within next Business Day, Standard Business Day

*Standard Business Days

ASTRO 25 6.3 & Higher – Network Preventative Maintenance

ASTRO Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supply voltages
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
	Receiver Desense/ Degradation (Full Duplex Only)
	Tx /Rx Bit Error rates
Consoles Positions/Remotes	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
	Ambassador electronics bank diagnostics
Central Controllers, DIGITAC Comparators	Central Controller and Power Supplies
	Simulcast Controller
	ACTAC 9600 Comparator All sites on line? V.24 link health- link delays
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Router/switch performance at all sites
	Channel Bank/ transport health
	Zone Controller
GPS	GPS RX/Controller
	Frequency Standard
	Calibration
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
UPS	Batteries
	Switch-Over Operations
	AC/DC Voltages
Other Equipment	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment
	Master Site Servers health

Conventional Network Preventative Maintenance

Conventional Infrastructure	Operational Check (where applicable)
Base Station(s), Repeater(s), Control Station(s)	Transmitter modulation,
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Audio Input & Output Levels
	Combiner & Circulator Loss
Consoles Positions/Remotes	Receiver Desense (Full Duplex Only)
	Audio Input & Output Levels
	Ethernet Operation
	Controller Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
Comparators (Voting) and /or Satellite Receivers	Wiring and Grounding for each Position
	Check and Clean keyboards, CPU, CRT's
	Audio Input & Output Levels
	Receiver Sensitivity Measured/Adjusted
UPS	Comparator power supply voltage
	Check for proper signal voting
	Check Batteries
Other Equipment	Switch-Over Operations
	AC/DC Voltages
	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

Exhibit F

Service Terms and Conditions

Motorola, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will

have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Exhibit G

System Acceptance Certificate

Customer Name: CITY OF BATON ROUGE, LOUISIANA

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____